

# OFFEROR SUBMISSION PACKAGE

**SOLICITATION: SP0600-00-R-0031**

**PROGRAM NUMBER: 6.2**

**PERFORMANCE PERIOD: September 1, 2000 – August 31, 2002  
with three (3) one-year option to renew**

TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE  
DEFENSE ENERGY SUPPORT CENTER  
BY  
**March 6, 2000 @ 1500 HOURS LOCAL TIME**

## **INSTRUCTIONS:**

1. One copy of this Offeror Submission Package must be returned to the Defense Energy Support Center as your offer. See Clause L17.02 for additional information to be submitted.
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. Sign and date the Standard Form 33 (SF33) in ink.
3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package and send a complete copy of the proposal by regular mail. See Clause If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package and send a complete copy of the proposal by regular mail. See Clause L2.11-2.
4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated on a separate sheet of paper.

ATTACHMENT 2

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1   12		
2. CONTRACT (Proc. Inst. Ident.) NO.			3. SOLICITAION NO. <b>SP0600-00-R-0031</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED <b>February 3, 2000</b>		6. REQUISITION/PURCHASE NO. <b>SP0600-00-0106</b>	
7. ISSUED BY <b>Defense Energy Support Center 8725 John J. Kingman Road, Suite 2945 Ft. Belvoir, VA 22060-6222 PP: 6.2 Buyer/Symbol: Alicia Williams/DESC-FPC Phone: (703) 767-9340 Fax: 767-8506 Email: awilliams@desc.dla.mil</b>				CODE <b>SCO600</b>		8. ADDRESS OFFER TO (If other than item 7) <b>ATTN: BID CUSTODIAN, DESC-CPC, RM 3815 Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort. Belvoir, VA 22060-6222 FAX: 703-767-8506 Verification: 703-767-8758</b>				
NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <b>1 (one)</b> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in <b>DESC-CPC: Room 3815</b> until <b>3:00 PM</b> local time <b>March 6, 2000</b> . (hour) (date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all tems and conditions contained in this solicitation. <b>See Clause L3.02</b>										
10. FOR INFORMATION CALL:		A. NAME <b>ALICIA WILLIAMS</b>				B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) <b>(703) 767-9340</b>				
<b>11. TABLE OF CONTENTS</b>										
(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)			
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES						
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES				
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X	C	DESCRIPTION/SPECS/WORK STATEMENT	<b>04</b>		J	LIST OF ATTACHMENTS				
	D	PACKAGING AND MARKETING		PART IV - REPRESENTATIONS AND INSTRUCTIONS						
	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		<b>07</b>		
X	F	DELIVERIES OR PERFORMANCE	<b>04</b>		L	INSTRS., COND., AND NOTICES TO OFFERORS				
X	G	CONTRACT ADMINISTRATION	<b>05</b>		M	EVALUATION FACTORS FOR AWARD				
	H	SPECIAL CONTRACT REQUIREMENTS								
<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <b>****</b> calendar days (60 calendar days unless a different period is inseted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. <b>****See Clause L1.02</b>										
13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8)			10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %				
14. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated:			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. Name of Offeror	Address of Offeror		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS [ ]			17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTRATION BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type of print)					27. UNITED STATES OF AMERICA			28. AWARD DATE		

IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.

**SOLICITATION SPO600-00-R-0031**

**JP8  
(75,000 BBLS)**

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**SECTION B - SUPPLIES/SERVICES AND PRICES/COST**

**B34.01 SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)**

The services to be furnished during the period specified herein and the unit prices are as follows:  
(DESC 52.207-9F85)

**STATEMENT OF REQUIREMENT  
FOR CONTRACT SERVICES IN THE HONSHU  
REGION OF JAPAN IN THE  
AREA OF HACHINOHE**

Defense Fuel Support Point services are required in the Hachinohe, Japan area for the period beginning September 1, 2000. Request a two-year contract with three one-year option to renew.

1. **AREA OF CONSIDERATION:** Limited to HONSHU region of JAPAN in the area of HACHINOHE.
2. **TANKAGE REQUIRED:** Approximately 75,000 barrels of storage. A minimum of two tanks interconnected for Aviation Turbine Fuel Grade JP8 is preferred. A dedicated system is preferred; however, a common isolated system will be considered providing the offer includes the data required by Clause L116.01.
3. **ESTIMATED THROUGHPUT:** 300,000 barrels for each 12 month contract period excluding initial fill and final shipment. Throughput is based upon receipts plus issues, divided by two.
4. **GRADE OF SERVICE:** Aviation Turbine Fuel Grade JP8
5. **RECEIVING CAPABILITY:** Via tanker/barge on a 24-hour per day, 7-day per week schedule at rates compatible with the mode of transportation tendered; normally 1,272 m3 (8,000 barrels) per hour for tanker and 318 m3 (2,000 barrels) per hour for barges. Lesser receiving rates will be considered but will be included in the cost assessments when evaluating offers. The facility is required to have a tanker/barge berth and channel to open sea; a minimum capacity to receive vessels with a draft of 7.3 meters (24 feet) at mean low water; and a capacity to expand the tanker/barge Contractor-furnished pipeline connection, as necessary, to meet emergency requirements; however, offers with a minimum capacity to receive vessels with a draft of 6.7 (22 feet) at mean low tide will be considered. An additional preference will be given to facilities with a draft at mean low tide greater than 11 meters (36 feet).
6. **SHIPPING CAPABILITY:** Shipments to U.S. Government-operated Hachinohe POL Depot, Facility 2006, will be via Contractor-furnished pipeline connection. Contractor-furnished pipeline must include access to the pipeline connection to the Hachinohe GOGO terminal and the Hachinohe COCO terminal. A pumping rate 318 m3 (2,000 barrels) per hour is desired; however facilities with lesser capabilities will be considered.
7. **ANCILLIARY FACILITIES:** Fuel Filtration/Separation Capability: A Contractor-furnished fuel filtration/separation system is required that allows the JP8 fuel to be filtered, when needed, during tank-to-tank transfers and when replacing dormant fuel in pipelines or when re-packing the pipelines with fuel. The fuel filtration/separation system must be of the kind that meets the specifications outline in the current American Petroleum Institute (API) publication 1581, "Specifications and Qualification Procedures - Aviation Jet Fuel Filter/Separator."

All tanks and facilities must meet the minimum requirement of the current API standards, the NFPA codes, and all laws, regulations, etc., applicable to tanks and facilities of the type to be provided. Cone-roof tanks with interior floating roof pans are preferred, however, floating rook tanks will be acceptable. Floating roof tanks will be equipped with roof drains, which prevent water from coming into contact with the fuel. The tanks shall be connected so as to provide the capability of re-circulating/filtering of products between tanks.

In the absence of any contract provisions or references to a method, specification or other instruction, the contractor shall perform all services hereunder in accordance with the best commercial practices.

Type "B-1" laboratory testing of Aviation Turbine Fuel Grade JP8 in accordance with the appropriate ASTM procedures.

All other standard clauses that apply to COCO contracts are applicable to this requirement.

**LINE ITEM 1001 (MUCC): PERFORMANCE PERIOD: 01 SEPTEMBER 2000 - 31 AUGUST 2002:**

TANK NUMBER/ TANK TYPE/PRODUCT <u>TO BE STORED</u>	FILL CAPACITY <u>(BARRELS)</u>	SHELL CAPACITY <u>(BARRELS)</u>	USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS)(INCLUDES INITIAL FILL & FINAL <u>SHIPMENT</u> )
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**LINE ITEM 1002 (MUCC): 1<sup>st</sup> OPTION TO RENEW: (01 SEPTEMBER 2002 - 31 AUGUST 2003):**

TANK NUMBER/ TANK TYPE/PRODUCT <u>TO BE STORED</u>	FILL CAPACITY <u>(BARRELS)</u>	SHELL CAPACITY <u>(BARRELS)</u>	USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS)(INCLUDES INITIAL FILL & FINAL <u>SHIPMENT</u> )
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**LINE ITEM 1003 (MUCC): 2<sup>nd</sup> OPTION TO RENEW (01 SEPTEMBER 2003 - 31 AUGUST 2004):**

TANK NUMBER/ TANK TYPE/PRODUCT <u>TO BE STORED</u>	FILL CAPACITY <u>(BARRELS)</u>	SHELL CAPACITY <u>(BARRELS)</u>	USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS)(INCLUDES INITIAL FILL & FINAL <u>SHIPMENT</u> )
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**LINE ITEM 1004 (MUCC): 3<sup>rd</sup> OPTION TO RENEW (01 SEPTEMBER 2004 - 31 AUGUST 2005):**

TANK NUMBER/ TANK TYPE/PRODUCT <u>TO BE STORED</u>	FILL CAPACITY ( <u>BARRELS</u> )	SHELL CAPACITY ( <u>BARRELS</u> )	USE CHARGE PER TANK PER MONTH (PRORATED FOR PART MONTHS)(INCLUDES INITIAL FILL & FINAL <u>SHIPMENT</u> )
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**SUBLINE ITEM NUMBER 1001AA**

For the first 300,000 barrels of product received into storage after initial fill, per year or prorated for part thereof for any part year that the use of the storage is limited to a period of less than one year.....NO  
ADDITIONAL CHARGE (Included in Tankage charge)

**SUBLINE ITEM NUMBER 1001AB**

For the first 300,000 barrels of product shipped from storage after initial fill, per year or prorated for part thereof for any part year that the use of the storage is limited to a period of less than one year.....NO ADDITIONAL CHARGE  
(Included in Tankage charge)

**SUBLINE ITEM NUMBER 1001AC**

Excess throughput: Product received and shipped annually in excess throughput of 300,000 barrels. Charges are as follows: .....\$\_\_\_\_\_ per barrels.

**SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**

**C19.07 TESTING OF PETROLEUM PRODUCTS (DESC AUG 1991)**

(a) The tests identified in attachment 1 of the solicitation are a required part of the services to be provided. The Contractor will provide these tests in the following manner (please mark applicable box):

☐ The Contractor will perform the tests using its own qualified personnel, facilities, and equipment. (All costs for this service are to be included in the monthly service charge.)

☐ The Contractor will not perform the tests with its own personnel, but will provide on a seven days per week, 24 hours per day, basis, all facilities and equipment for testing of product by Government personnel. (All costs for this service are to be included in the monthly service charge.)

☐ The Contractor will not provide its own personnel, facilities, or equipment. Instead, upon the Government's request, the Contractor will transport any sample(s) to a commercial laboratory approved by the Government and arrange for the commercial laboratory to perform all required tests. (The Government will reimburse the Contractor for the actual costs of the tests by the commercial laboratory. All other associated costs are to be included in the monthly service charge.)

(b) All facilities and equipment to be provided, whether that of a Contractor or commercially-owned, must conform to the standards for such facilities and equipment established by the Occupational Safety and Health Act and implementing regulations and the National Fire Protection Association.

(DESC 52.211-9FL5)

**SECTION F - DELIVERIES OR PERFORMANCE**

**F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991)**

During the contract period, \_\_\_\_\_ through \_\_\_\_\_, the Contractor shall provide petroleum storage facilities and services at the following location:

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City/State/Zip)

(DESC 52.242-9FA1)

**SECTION G - CONTRACT ADMINISTRATION**

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE  
(DESC MAY 1999)**

(a) This clause applies to payments made by DFAS Columbus.

(b) *The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award.*

NAME OF RECEIVING BANK: \_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_  
\_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

[ ] CHECKING TYPE 22

[ ] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
|

(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

**NOTE:** Additional information may be entered in **EITHER** paragraph (c) **OR** paragraph (d) below.  
Total space available for information entered in (c) **OR** (d) is 153 characters.

(c) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

OR

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(DESC 52.232-9FJ1)

**THE DOCUMENTS LISTED BELOW ARE HEREBY MADE A PART OF THIS SOLICITATION.**

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SF33 Solicitation, Offer and Award  
Testing of Petroleum Products  
Certification Package

Page 1  
Attachment 1  
Attachment 2

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)**

**NOTE:** This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

*(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.*

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE**

**STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and address of cognizant ACO or Federal official where filed: \_\_\_\_\_

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

\_\_\_\_\_  
Name and address of cognizant ACO or Federal official where filed:

\_\_\_\_\_  
The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

**CAUTION:** An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

**K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

---

(DESC 52.215-9F28)

**K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)**

**(a) FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

**(4) RETURN OF INVOICES BY THE PAYING OFFICE.**

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

---

(For overseas locations, include the country code)

**(b) ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

**K86 FOREIGN TAXES (DESC JUN 1987)**

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

**K88 TAXPAYER IDENTIFICATION (OCT 1998)**

**(a) DEFINITIONS.**

**Common parent**, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

**Taxpayer Identification Number (TIN)**, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

**(d) TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

**(e) TYPE OF ORGANIZATION.**

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

- ☐ International organization per 26 CFR 1.6049-4;  
☐ Other \_\_\_\_\_.

(f) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

- ☐ Name and TIN of common parent:

**Name:**

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**TIN:**

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(FAR 52.204-3)

**K93 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the TRANSPORTATION OF SUPPLIES BY SEA clause of this solicitation.

(b) **REPRESENTATIONS.**

The offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the TRANSPORTATION OF SUPPLIES BY SEA clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA.

(DFARS 252.247-7022)

**K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER**

**RESPONSIBILITY MATTERS (MAR 1996)**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its principals--

(A) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. (FAR 52.209-5)